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#### REMARKS

This Amendment is submitted in response to the Office Action mailed on April 19, 2006.

Claims 11, 12, 32 - 34, 74, 81, 83 - 90, 95, 98 - 103, 105 - 114, 119 - 140 and 148 - 179 are pending.

Claims 148 - 156, 162 - 170, 178, and 179 are allowed. The rest stand rejected at present.

Claim 74 has been amended to remove any interpretation that the "to allow" passage sets forth an intended use. The amended claim states that the "communication" "allows a service person to decide . . ."

Claim 107 has been cancelled, because it may read on Gill.

Claim 111 has been amended, in response to the 112-objection.

Other claims have been amended, to make small changes.

#### RESPONSE TO ANTICIPATION REJECTION OF CLAIMS 74, 95, 98, 99, 101, 102, and 107

These claims were rejected on grounds of anticipation, based on Gill.

#### Claims 74, 95, and 98

These claims states that a service person decides "whether or not to accept responsibility for correcting a state condition." That has not been shown in Gill.

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Further, the passage relied on by the PTO to reject the claim clearly indicates that an option is not given to a servicing agency to correct a problem, but that an order is given. Plainly, Gill assumes that the servicing agency has several human technicians, and that one of them will be assigned the ordered task. That is contrary to claim 74.

MPEP 2131 states:

A claim is anticipated only if each and every element as set forth in the claim is found, either expressly or inherently described, in a single prior art reference.

Claims 99, 101, 102, and 107

Point 1

These claims state that the service person's terminal responds with a notification. Claims 99 and 101 state that the notification accepts responsibility to fix the problem. Claim 102 states that the notification includes an estimate as to when the problem will be fixed.

None of that appears in the cited passage of Gill.

The Office Action asserts that, as to claim 102, the estimate as to when the problem will be fixed is "inherent" in Gill. MPEP

2112 states:

EXAMINER MUST PROVIDE RATIONALE OR EVIDENCE  
TENDING TO SHOW INHERENCY.

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In relying upon the theory of inherency, the examiner must provide a basis in fact and/or technical reasoning to reasonably support the determination that the allegedly inherent characteristic necessarily flows from the teaching of the applied prior art.

Applicant requests that the "basis in fact and/or technical reasoning" discussed in this MPEP section be set forth. One reason is that the undersigned attorney has often requested service personnel to perform service calls at his office, and they do not specify a particular time when they will arrive.

#### Point 2

The Office Action, page 3, first full paragraph, states that Gill shows a person's estimate of when the error condition will be fixed. That is directly contrary to the Office Action's statement on page 21, first full paragraph.

#### GENERAL COMMENT REGARDING OBVIOUSNESS REJECTIONS

All obviousness rejections follow the same pattern. References are combined, and the reason given for making the combination is that the combination provides some benefit, or some characteristic.

For example, the reason given for combining references in rejecting claim 12 is that "better customer satisfaction" is obtained from the combination. (Office Action, page 29.)

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Applicant points out that such rationales are not valid teachings under section 103, for several reasons.

#### Reason 1

The mere presence of a benefit, or characteristic, in references, one combined, is not a reason for making the combination in the first place.

Every combination of references will have some characteristics. Most, if not all, combination of references will produce some benefit.

Consequently, if the mere presence of a benefit or a characteristic in a combination of references acts as a teaching for making the combination, then all inventions would be obvious.

That is, all the PTO need do is find the individual elements of the claimed invention in two, or more, references, and then find a characteristic or benefit of the invention. That can probably be done for every invention, thereby making every invention obvious.

That is not the law under section 103.

#### Reason 2

MPEP 706.02(j) states:

Contents of a 35 U.S.C. 103 Rejection

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. . . After indicating that the rejection is under 35 U.S.C. 103, the examiner should set forth in the Office action:

. . .

(C) the proposed modification of the applied reference(s) necessary to arrive at the claimed subject matter, and

(D) an explanation why one of ordinary skill in the art at the time the invention was made would have been motivated to make the proposed modification.

To establish a prima facie case of obviousness, three basic criteria must be met.

First, there must be some suggestion or motivation, either in the references themselves or in the knowledge generally available to one of ordinary skill in the art, to modify the reference or to combine reference teachings.

. . .

The teaching or suggestion to make the claimed combination . . . must . . . be found in the prior art and not based on applicant's disclosure.

None of the rationales given for combining the references have been shown in the prior art, as required by this MPEP section.

### Reason 3

In many cases, the benefits or characteristics of the PTO's combination of references is attained by one of the references, by itself. In such a case, there is no reason to combine the references to attain the benefit. Thus, the presence of the

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benefit, as a matter of logic, does not lead to a combination of references. The benefit is present in one of the references, by itself.

The discussion of claim 81 below provides an example.

RESPONSE TO OBVIOUSNESS REJECTIONS OF CLAIMS 81, 83 - 85, 106,  
108 - 110, 113, and 114

These claims were rejected as obvious, based on Drummond and Gill.

Claims 81 and 106

Point 1

Claim 81 states that the service person notifies the transaction terminal IF the service person accepts responsibility to fix a problem.

The Office Action relies on item 24 in Figure 1 of Gill to show this. However, Gill states (column 9, lines 65 et seq., and the fork at block 24 in Figure 1) that the service person can either (1) acknowledge the notice received of the problem or (2) begin fixing the problem.

Gill does not say that the service person's acknowledgement contains a promise to fix the problem, as the claim states.

Stated flippantly, Gill's service person can acknowledge and, in effect, say "I hear you." That is not a promise to fix the

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problem, as the claim states.

Point 2

Amended claim 81 states that notice is sent to two or more service persons. Applicant cannot find that in Gill.

Point 3

No valid teaching has been given for combining the references. The rationale given is factually incorrect.

The rationale given (Office Action, page 5, first full paragraph) states that, in the combination, a method notifies the transaction terminal "when a servicing person has accepted, not accepted, and/or serviced the error condition."

This statement is incorrect, because Gill does not state that the service person gives notice when he does not "accept." For example, suppose the service person is on vacation for a week, and does not receive the notice. Thus, he does not accept. But did he give notice of this non-acceptance, as the Office Action asserts ? No.

In addition, the rationale is ambiguous. The term "and/or" makes it unclear whether the all three events (acceptance, non-acceptance, servicing) are present in the combination of references, or just a sub-combination of the three.

Further, if the Office Action is asserting that a sub-

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combination is present, then the Office Action has not shown a teaching leading to the claimed invention. For example, if the sub-combination is that servicing alone is done in response to the notice, then no acknowledgment as claimed has been shown.

Point 4

No valid teaching has been given for combining the references.

The rationale of the rejection states that Gill gives notice of three possible events are found in the combination of references. (Office Action, page 5, first full paragraph.) Those events are:

- (1) The service person accepts, or
- (2) The service person does not accept, or
- (3) The service person services the error condition.

Applicant points out two errors right away. Error 1 is that event (1) has not actually been shown in Gill: Gill shows an "acknowledgement," not an acceptance.

Error 2 is that Gill does not discuss notice for events (1) and (2). The lack of notice for event (2) was explained above. The lack of notice for event (1) is self-evident. Gill does not state that the service person "accepts," but that he "acknowledges." There is a difference.

Applicant further points out that this three-way disjunctive



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does not show the claim recitation in question. That recitation states that the servicing person accepts responsibility. A three-way disjunctive, in which at least two disjunctives do not show the claim, and no necessity has been given as to why the third must be present, does not show the third, and thus does not show the claim.

Restated, the Office Action only asserts that one of the three events is found in the combination of references. That is not sufficient to show the claim recitation in question. For example, event (3) can be present in the combination. That does not show the claim recitation in question.

#### Point 5

No valid teaching has been given.

The rationale for combining the references is that the combination allows "the transaction terminal to be appropriately updated and to be ready for the next transaction."

However, several problems exist in this rationale.

#### PROBLEM 1

No showing has been made that the terminal in Drummond lacks appropriate updating, and is not ready for the next transaction. A showing is required.

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## PROBLEM 2

Drummond's service personnel perform maintenance on his terminals. That is updating, and that is making-ready for next transactions. Thus, Drummond, by himself, accomplishes the goals set forth by the rationale.

There is no reason to add Gill. That is, the rationale, as a matter of logic, does not lead to the combination of references. The reason is that Drummond, by himself, achieves the goals set forth in the rationale.

This discussion applies to claim 106.

## Claim 83

### Point 1

Claim 83 states that a transaction terminal launches an intelligent agent onto a network, to notify a service person's terminal, and to return to inform whether the service person accepted responsibility.

As explained herein, an intelligent agent includes a computer program. No intelligent agent, as claimed, has been shown in the references. MPEP 2143.03 states:

To establish prima facie obviousness . . . all the claim limitations must be taught or suggested by the prior art.

### Point 2

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The rationale given for the combination of references is the same as that used for claim 81. The discussion of that rationale applies here.

#### Claims 84 and 85

The discussion of claims 81 and 83 applies to claims 84 and 85.

#### Claim 108

##### Point 1

Claim 108 recites launching an "intelligent agent" onto the network, to notify service personnel. That has not been shown in the references, even if combined. MPEP 2143.03 states:

To establish prima facie obviousness . . . all the claim limitations must be taught or suggested by the prior art.

Applicant points out that an intelligent agent, as a minimum, contains a computer program. (See Specification, page 14, line 15 et seq.) The Office Action apparently asserts that the e-mail messages of Drummond qualify as such. However, e-mail messages, in general, are not computer programs.

Claim 108 further recites

. . . in which the transaction terminal element launches a second intelligent agent

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program if the first one does not return  
within an allotted time period.

The Office Action, page 6, asserts that Gill sends additional messages to the servicer if the servicer has not acknowledged. However, this does not show the claimed "second intelligent agent."

Therefore, even if the references are combined, the two claimed "intelligent agents" have not been shown.

Further, the passages in Gill which show this have not been identified.

Applicant requests, under 37 CFR 1.104(c)(2) and 35 U.S.C. 132, that the PTO specifically identify the two claimed intelligent agents in the references.

#### Point 2

No valid teaching has been given in favor of combining the references.

The rationale given is that addition of a second intelligent agent will "provide better customer satisfaction by improving the timeliness and predictability of servicing time." However, several problems exist in this rationale.

#### PROBLEM 1

The rationale relies on a supposed benefit that the second intelligent agent provides. However, that benefit has not been

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shown in the prior art, nor has the second intelligent agent been shown in the prior art.

MPEP 706.02(j) states:

. Contents of a 35 U.S.C. 103 Rejection

. . . After indicating that the rejection is under 35 U.S.C. 103, the examiner should set forth in the Office action:

. . .

(C) the proposed modification of the applied reference(s) necessary to arrive at the claimed subject matter, and

(D) an explanation why one of ordinary skill in the art at the time the invention was made would have been motivated to make the proposed modification.

To establish a prima facie case of obviousness, three basic criteria must be met.

First, there must be some suggestion or motivation, either in the references themselves or in the knowledge generally available to one of ordinary skill in the art, to modify the reference or to combine reference teachings.

. . .

The teaching or suggestion to make the claimed combination . . . must . . . be found in the prior art and not based on applicant's disclosure.

PROBLEM 2

No evidence has been given that the combination of references actually provides "better customer satisfaction." For example, no

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basis of comparison has been given, to determine whether "satisfaction" is actually "better." Thus, no determination can be made as to whether the rationale is actually correct.

#### Claims 110 and 113

Claims 110 and 113 recite launching an intelligent agent onto a network, which reaches a servicing person's terminal. That has not been shown in the applied references.

The Office Action admits that Drummond does not show the intelligent agent. Then the Office Action discusses items which Gill supposedly shows. But that discussion points to no intelligent agents.

Thus, the Office Action has shown no intelligent agents in the applied references. MPEP 2143.03 precludes the rejections.

#### RESPONSE TO OBVIOUSNESS REJECTIONS OF CLAIMS 32, 33, 122 - 124, 126, 127, 130, 132 - 140, 157, 158, 171, 172, and 176

These claims were rejected as obvious, based on Drummond and Cave.

#### Claims 32 and 33

##### Point 1

Even if the references are combined, the claims are not attained.

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Claims 32 and 33 clearly indicates that the "service representative" services the claimed "electronic device," or receives notice to do so.

The "agent" in Cave does not service any "electronic device." Cave's agent simply talks to customers. Thus, even if that agent is combined with Drummond, the claim is not attained.

#### Point 2

No expectation of success has been shown, indicating that the combination of references actually works. MPEP 706.02(j) states:

#### Contents of a 35 U.S.C. 103 Rejection

. . .

To establish a prima facie case of obviousness, three basic criteria must be met.

. . .

Second, there must be a reasonable expectation of success.

. . .

The . . . reasonable expectation of success must . . . be found in the prior art and not based on applicant's disclosure.

The combination of references adds Cave's agent to Drummond, and asserts that Cave's agent gives notice when he becomes available. But the agents in Cave know nothing about servicing Drummond's equipment.

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Thus, even if the references are combined, Drummond obtains no service personnel from Cave.

No expectation of success has been shown.

### Point 3

The references are non-analogous art. Or at least the notification in Cave is non-analogous to anything in Drummond.

In Cave, customers connect to a bank's web page over the Internet, to, for example, check their bank balances. If they want, they can choose to speak with a live human. (Column 1, line 24 et seq.)

When one of those live humans logs on at his station, as in Cave's Figure 5, the system is notified that this human is available. However, that notice is given to the bank's server handling the web page which is visited by the customers. Now that server knows that it can connect customers to that live human.

But the entity which is given notice (the bank's server) does not correspond to the entity in the claims. In the claims, the "device" which may need servicing is given the notice.

Therefore, the claimed type of notice is not found in Cave, even if Cave is combined with Drummond.

From another point of view, under the claims, the electronic device (or terminal) calls a service agent when it needs service. When the agents log in, they tell the terminal that they are now



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available. No analogous procedure is present in Cave.

A single entity calls the human agents, namely, the server handling the bank's web page. But that entity does not need service, the customers do. But Cave's human agents do not tell the customers of the agents' availability when the agents log on.

Cave is simply non-applicable.

#### Point 4

No valid teaching has been given for combining the references. The rationale given is a non sequitur: the conclusion does not follow from the premises.

The conclusion (page 9, line 4 et seq., namely, the phrases following "therefore") is that notifying the transaction terminal when the service agent logs on would provide some benefit.

However, the Office Action asserts that this conclusion follows logically from the premises it sets forth, which precede the "therefore." Those premises are that Drummond sends a fault message to an address, when a particular condition occurs.

Applicant points out that the conclusion does not follow from the premises. The fact that Drummond sends out e-mail messages when a fault condition occurs does not imply that notice should be sent when an agent logs on.

The latter simply does not follow from the former, as a matter of logic.

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Point 5

Applicant submits that the rationale given is further defective because it merely sets forth certain supposed characteristics of the references, once combined.

That is not a teaching for making the combination in the first place. One reason is that every combination of references will have some characteristics. If those characteristics act as a teaching, then every combination of references can be made under section 103, to reject any possible invention.

Further, the desirability of those characteristics has not been shown in the prior art.

Claim 122

Claim 122 recites:

. . . [upon a certain event] the log in process activates an agent handler routine in the servicing person's terminal for receiving and processing intelligent agent programs launched onto the network by the transaction terminal element.

The Office Action has not shown the claimed "agent handler routine," nor the "intelligent agent programs" as claimed. Applicant requests that these items be identified in the references.

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The Office Action admits these to be absent from Drummond, and then purports to combine something from Cave with Drummond to show the recitations in question. However, again, the two claimed elements are not seen in Cave.

Further, the claim states that the "servicing person's terminal" receives the intelligent agents. That is not shown in Cave. Cave's agent is merely hooked up with a person, via a telephone connection, when the person requests that.

Claims 123, 124, 126, and 127

Claim 123

Claim 123 recites:

. . . in which when a transaction terminal element logs on to the network, the transaction terminal element is notified by a servicing person's terminal.

This claim recitation is not found in the references.

The Office Action asserts that something in Cave shows this, but the Office Action must contain typographical errors, because it makes no sense. The Office Action, page 11, says this:

As shown in Fig. 2, a customer (when transaction terminal element logs on to the network) selects "service agent" and agent queuing manager 11 that will connect the customer to the next available agent.

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This makes no sense because it states that (1) the customer selects a "service agent and (2) an "agent queuing manager 11" connects the customer to the "next available agent."

Why then does the customer select a "service agent," if the customer will be connected to the "next available agent" ?

Claim 124

Claim 124 states:

. . . when a transaction terminal element logs on to the network, a servicing person's terminal launches an intelligent agent program to notify the transaction terminal element as to the network identity [of a service agent]

This has not been shown in the applied references.

Claims 126 and 127

The comments on claims 123 and 124 apply here.

Claims 132 - 135

The discussion of claims 123, 124, 126, and 127 applies here.

Claims 130 and 138 - 140

The discussion of claims 123, 124, 126, and 127 applies here.

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Claim 137

Point 1

The Office Action asserts that "Drummond discloses all the claim limitations." That is not correct, as shown by the fact that the PTO then attempts to use Cave to show certain claim limitations.

Point 2

Even if the references are combined, the following recitation has not been shown:

. . . the log in process establishes associated servicing details which details are selectively communicated to the central server and one or more of the transaction terminal elements to facilitate efficiency of servicing by the associated servicing person.

The Office Action has only asserted that part of this recitation is found in Cave.

Claims 157, 171, and 176

Claim 157

Claim 157 recites:

b) sending a second type of intelligent agent from a server to a group of ATMs, which agent informs the ATMs of the identities of available service technicians.

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This has not been shown in Drummond. No "intelligent agent" (which includes a program) informs the ATM of the identities, as claimed.

Nor has the "intelligent agent" of claim 157(c) been shown in the references.

In addition, the Office Action relies on monitoring software within server 92 to show the "intelligent agent" of claim 157(a). However, the claim states that the "intelligent agent" is sent "to a group of ATMs." The PTO has not shown that the software in question is "sent" to any ATMs.

Further, monitoring software need not even run on the device being monitored. The device can store fault codes, and the monitoring software can request that the fault codes be sent. That does not show claim 157(a).

#### Claims 171 and 176

The discussion of claim 157 applies here.

#### Request

Applicant requests that the three claimed "intelligent agents" be specifically identified in the references, and an explanation given of what each does, in the language of the references.

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Claims 158 and 172

Claims 158 and 172 are considered patentable, based on their parents.

Claims 86 - 90, 103, 105, 111, and 112

These claims were rejected as obvious, based on Gill and Lesaint.

Claim 86

Gill, column 9, lines 19 - 47, is cited to show the intelligent agent which is launched onto the network.

Applicant points out that an intelligent agent must contain a computer program. No such agent is launched onto a network in the cited passage of Gill.

Claims 87 - 90

The Office Action relies on elements 18 in Gill's Figure 1 to show the claimed intelligent agents.

However, those elements 18 are merely messages, such as pager messages, FAX messages, e-mail messages, etc. (Column 9, lines 42 - 47.)

Those messages are not "intelligent agents."

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Claims 103 and 105

POINT 1

Claim 103 recites an "estimate" by a service person as to when the problem will be fixed. The Office Action relies on Gill, Figure 1, step 24, to show this.

However, that step 24 merely refers to a report by the service person that the problem has already been fixed. That does not show the claim recitation.

The claim recites a prediction of a future event. The PTO has shown, in Gill, a report of a past event. The latter does not show the former.

Claim 105 contains similar content.

POINT 2

The Office Action, page 3, first full paragraph, states that Gill shows a person's estimate of when the error condition will be fixed. That is directly contrary to the Office Action's statement on page 21, first full paragraph, in the present context.

The Office Action's statement on page 21, first full paragraph, is also directly contrary to its statement on page 20, last paragraph, beginning with the fifth line.

POINT 3

Claim 103 states that the server performs prioritization, but



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based partly on the technician's estimate of when the error condition can be fixed. For example, if two technicians provide an estimate, the one nearest the problem may be given priority. (See Specification, page 6, line 9 et seq.)

The cited passage of Lesaint (Column 5, line 57 et seq.) does not show this inclusion of the technician's estimate into the prioritization.

This applies to claim 105.

#### Claims 111 and 112

##### Point 1

Claim 111 recites launching an intelligent agent onto a network. The Office Action relies on elements 18 in Gill's Figure 1 to show the claimed intelligent agents.

However, those elements 18 are merely messages, such as pager messages, FAX messages, e-mail messages, etc. (Column 9, lines 42 - 47.)

Those messages are not "intelligent agents."

##### Point 2

Claim recites launching a second intelligent agent, if certain conditions occur. The Office Action relies on two passages in Gill to show this.

The first passage is column 5, lines 34 - 44. However, that

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passage merely refers to a "scheduler" which sends "messages" to a service technician. No intelligent agent is present.

The second passage is column 12, lines 6 - 18. It refers to "messages" which are sent to service technicians by a "reporter." No intelligent agent is present.

Further, the claim states that the intelligent agent is launched onto a "network." Both passages recite "messages." However, some of those messages never see a network, such as telephone calls and FAX messages. (Column 9, lines 42 - 47.)

Thus, the claimed launch of an intelligent agent onto a "network" has not been shown.

The preceding applies to claim 112.

Claims 34, 100, 125, and 129

Claim 34

Smith is cited to show the recitation that the service provider becomes unavailable.

POINT 1

The combination of references changes a basic principle of operation of Drummond, contrary to MPEP 2143.01, which states:

THE PROPOSED MODIFICATION CANNOT RENDER THE  
PRIOR ART UNSATISFACTORY FOR ITS INTENDED

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PURPOSE.

THE PROPOSED MODIFICATION CANNOT CHANGE THE  
PRINCIPLE OF OPERATION OF A REFERENCE.

One reason is that Drummond plainly does not care if the service provider is available. Drummond sends out a message, and assumes that eventually a service provider will arrive.

#### POINT 2

The rejection is incomplete. Under the rejection, if a service provider becomes unavailable, Drummond is informed of that fact.

Applicant asks: what does Drummond now do ? Does he refrain from sending a request for service ? Does he send the request to somebody else ? Or do something else ?

Applicant submits that, until these questions are answered, no expectation of success has been shown, as required by MPEP 706.02(j).

Further, if, in showing the expectation of success, the Office Action suggests that, for example, Drummond calls another service provider, that action must be shown in the prior art.

#### POINT 3

The references are non-analogous art, and cannot be combined. Drummond shows an ATM system. Smith shows a telephone system.

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Those systems are non-analogous.

POINT 4

Even if the references are combined, the claim is not attained.

Smith shows a telephone system, in which a subscriber uses a "service provider" to handle long-distance calls. If that "service provider" changes, the customer is notified.

Even if Smith's "service provider" is combined with Drummond, the claim is not attained.

The claim states that the "representative" performs "service" on an "electronic device" which is connected to a "network." The claim clearly refers to maintenance services. An amendment to the claim makes this clear, but is seen as non-necessary.

Smith performs no maintenance services. Smith provides the service of a telephone carrier. The claim does not recite that.

Thus, even if the references are combined, the claim is not attained.

POINT 5

Claim 34 states that, if a certain "operating condition" occurs, "notification" is sent to the "service representative."

In Smith, notice is given to the telephone customer, not to the claimed "service representative." Thus, again, even if the

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references are combined, the claim is not attained.

#### POINT 6

The preceding discussion applies to claims 100, 125, and 129.

#### Claim 100

Claim 100 states that "the transaction terminal element is notified in the event of a change in scheduled servicing of the terminal element." This has not been shown in the references.

The Office Action asserts that Smith states that customers are notified when their long distance service will change. But that does not show the claim recitation in question.

-- Smith's customer does not correspond to the "transaction terminal."

-- The claim states that notice is given of a change in "scheduled servicing." That clearly means routine servicing which keeps the "terminal" in good operating condition. No such servicing, nor notice, is found in Smith.

#### Claim 125

Claim 125 states that an "intelligent agent" is launched, to tell "transaction terminals" of a change in availability of service

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persons.

No such intelligent agent has been identified in the references.

Claim 129

POINT 1

The references are non-analogous art. Drummond is cited to show the (1) claimed server, (2) transaction terminals, and the (3) network.

However, Smith shows a telephone system. Those three elements are not found in a telephone system.

POINT 2

The claim pre-supposes that the "transaction terminal" gives notice to a service person. Thus, it makes sense to inform the "transaction terminal" when the service person becomes non-available.

There is no such notification in Smith. That is, Smith does not give notice to his long-distance carrier, to obtain "service" for his telephone. Even if he did, Smith's telephone does not qualify as the claimed "transaction terminal."

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Claims 11, 128, and 131

Claim 11

POINT 1

Claim 11 states:

. . . an intelligent agent service program is  
sent to the transaction terminal to convey  
information about the [service personnel]

The Office Action relies on a human agent in Cave to show  
this.

In Cave, people can connect to a bank's web site over the  
Internet. The people can elect to speak directly with a human, if  
desired, such as the human agent which the Office Action relies on.

Plainly, Cave's human agent does not correspond to the claim  
recitation in question.

-- Cave's human agent is not "an intelligent  
agent service program" as claimed.

-- Cave's human agent is not "sent to the  
transaction terminal" as claimed.

POINT 2

The claim states that, when a "maintainer" logs in, notice is  
sent to a "transaction terminal." The notice allows the  
"transaction terminal" to contact the "maintainer."

Cave is cited to show this. However, several problems arise.

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Problem 1

Cave does not show a "maintainer." The claim states that a "maintenance request" for the "transaction terminal" is sent to the "maintainer." The human agent in Cave is not analogous to the claimed "maintainer." For example, the human agent does not maintain any "transaction terminal."

Problem 2

Even if Cave's human agent gives notice when he logs in, that notice is not to the "transaction terminal." That is, under the claim, the notice is given to the "transaction terminal" upon which the "maintainer" will perform service.

In Cave, the supposed notice is given to the server which runs the web site which the customers visit.

-- Cave's human agent performs no maintenance  
on that server.

POINT 3

The obviousness rejection does not comply with the rules under section 103.

Conceptually, the claim has been divided into three parts by the PTO. One part (call it part D) is said to be shown by Drummond, one part (part C) by Cave, and one part (part L) by



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Lesaint.

The Office Action then asserts that

- combining part D and C is obvious, based on Drummond and Cave, and
- combining part C and L is obvious, based on Cave and Drummond.

The problem is that the rejection does not show that the invention as a whole is obvious.

Section 103 states that the "subject matter" as a whole must be obvious:

A patent may not be obtained . . .  
if the differences between the subject matter  
sought to be patented and the prior art are  
such that the subject matter as a whole would  
have been obvious . . .

The Office Action has not shown the "subject matter as a whole" to be obvious. At best, the Office Action has shown one subset to be obvious (ie, part D and part C), and another subset to be obvious (part C and part L).

That does not show parts C, D, and L, as a whole to be obvious.

From another point of view, the Office Action has focused on individual differences between the invention and the prior art.

MPEP 2141.02 states:

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In determining the differences between the prior art and the claims, the question under 35 USC 103 is not whether the differences themselves would have been obvious, but whether the claimed invention as a whole would have been obvious.

Contrary to this MPEP section, the Office Action is focusing on the differences themselves.

Claims 128 and 131

The preceding applies to claims 128 and 131.

Claims 119 - 121

These claims were rejected as obvious, based on Drummond and Canada.

Claim 119

POINT 1

Claim 119 states:

. . . predictions based . . . on information reported by the device in response to a query made over the network.

Thus, claim 119 states that a "query" "over the network" is made to the device, and then "information" is "reported by the device." The "prediction" is based on that "information."

Canada collects acoustic information using a vibration

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transducer 18 in his Figure 2. But that "information" is not collected in response to a "query made over the network."

Therefore, the "predictions" in Canada do not correspond to those claimed. Canada's "predictions" are not made using the type of information recited in the claim. Thus, even if Canada is combined with Drummond, this claim recitation is not attained.

#### POINT 2

Drummond, column 28, line 35 et seq., states that his device manager 68 in his Figure 2 generates "status messages" as to the status of devices 36 in the ATM. For example, a low supply of paper may be found, and indicated by a "status message."

However, the claim states that "information" is sent "in response to a query made over the network." Thus, to show the claim, a "query" must arrive at the ATM, resulting in the transmission of the "status messages."

That has not been shown.

#### POINT 3

No expectation of success has been shown.

Drummond shows "status messages" about such things as low paper quantity in a terminal.

Canada picks up vibration signals and analyzes them.

The PTO has not shown how the vibration signals of Canada can

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be used to make the claimed "prediction" as to a need for maintenance in Drummond.

POINT 4

The preceding applies to claims 120 and 121.

Claims 159 - 161, 173 - 175, and 177

Point 1

The claims state that the ATMs perform the ranking. However, the ATMs are also the entities which request the maintenance for themselves, using the ranking. For example, ATM A requests its own maintenance, using its own ranking. ATM B requests its own maintenance, using its own ranking, etc.

Lesaint shows a system wherein a central computer ranks the servicing personnel. That does not show the claim recitation that each ATM requests its own maintenance.

Point 2

Claim 175 recites:

. . . wherein the third type of agent stops contacting technicians when a specified response is obtained from technicians contacted.

This has not been shown in the applied references.

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#### Claim 12

Claim 12 was rejected as obvious, based on Drummond, Gill, Cave, and Lesaint.

Claim 12 is considered patentable, based on its parent.

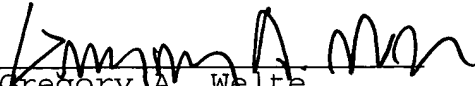
Gill is cited to show the recitation of claim 12. However, claim 12 recites "an intelligent alert agent program." That has not been shown in Gill.

#### CONCLUSION

Applicant requests that the rejections to the claims be reconsidered and withdrawn.

Applicant expresses thanks to the Examiner for the careful consideration given to this case.

Respectfully submitted,

  
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